EXHIBIT A

Case 2:19-cv-12073-MCA-LDW Document 1-1 Filed 05/02/19 Page 2 of 7 PageID: 15

Rental Agreement Cover Sheet

USA



24/7 Roadside Assistance: 1-800-526-0798

Rental Agreement #:52956943

Created by: A.GONZALEZ

Completed by:

S.GREEN

Entered At:

Status:

0033-26

COMPLETED



Pick Up Date:

10/20/15 01:08 PM

Expected Return Date: 11/04/15 01:08 PM



CUSTOMER INFORMATION

EDWARD KING 2100 EVELYN DR

FOREST PARK, GA 30249 USA

Day (678) 756-5354

PICK UP LOCATION

HOME DEPOT #0118 (0033-26)

This lessor cooperates with all Federal, State, and local law enforcement officials nationwide to provide the identity of customers who operate this rental CMV

4325 NEW SNAPFINGER WOODS DR

DECATUR, GA 30035

Voice (678) 418-3326 Fax (678) 418-3326

DROP OFF LOCATION

HOME DEPOT #0818 (4611-57)

289 VAUGHAN LN

PELL CITY, AL 35125 USA

TRAVEL SCOPE: Intrastate

Rented With Damage: NO

Voice (205) 884-0032

DRIVER NAME(S): RASHON WHITE

6025 - 26FT SAD MEDIUM VAN

UNIT INFORMATION

Unit #:9260280

Max. Payload: 11,400 lbs.

Height: 12 ft.6 in.

Mileage Out: 136,931

Fuel Out: FULL

License #: 2099027

License State: IN

License Exp: 02/29/2016

Owning Location: 0723-10

Days Allowed 15

Miles Allowed 9999

NO HAZARDOUS MATERIAL BEING TRANSPORTED

Please verify the above fuel level is correct. Customers who return vehicles with less fuel than when rented will be charged \$8.00/gallon to refuel vehicle. Also, Customers will be assessed a \$100per day late fee if the unit is returned after the expected return date.

xRun Wilnitials

OPTIONAL PROTECTION PLANS

Limited Damage Waiver/LDW \$0 Responsibility

\$50.00/Trip

ACCEPTED

Supplemental Liability

DECLINED

Personal Accident Insurance

DECLINED

Cargo Insurance

DECLINED

Towing Insurance

DECLINED

THIS CONTRACT OFFERS, FOR ADDITIONAL CHARGE OPTIONAL VEHICLE PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO THE RENTAL VEHICLE. THE PURCHASE OF OPTIONAL VEHICLE PROTECTION IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO PURCHASE THIS PROTECTION IF YOU HAVE A RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR AUTOMOBILE INSURANCE POLICY. BEFORE DECIDING WHETHER TO PURCHASE OPTIONAL VEHICLE PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE.

Case 2:19-cv-12073-MCA-LDW Document 1-1 Filed 05/02/19 Page 3 of 7 PageID: 16

Rental Agreement Cover Sheet



24/7 Roadside Assistance: 1-800-526-0798

Rental Agreement #:52956943

HOUSEHOLD ONEWAY

Expected Return Date: 11/04/15 01:08 PM

Created by: A.GONZALEZ Pick Up Date:

10/20/15 01:08 PM

Completed by: S.GREEN Entered At:

0033-26

Status: Customer Name:

COMPLETED **EDWARD KING**

Created On: 10/20/15 04:53 PM

Changed On:

10/20/15 07:12 PM

BILLING INFORMATION

Invoice #:

PO #:

Billing Cycle: Weekly

Bill Start Date: 10/20/15 01:08 PM

Remit To: PENSKE TRUCK LEASING CO., L.P. - P.O.BOX 532658 ATLANTA, GA 30353--265 USA

CHARGES

Type	Quantity	Unit of Meas	Rate	Charge
Unit #:9260280				
		Trip	\$175.00	\$175.00
Web Discount: 10.0%				(17.50)
LDW \$0 Responsibility		Trip	\$50.00	\$50.00
Extra Days @ \$50/day	13	EA	\$50.00	\$650.00
Oneway Security Deposit	1	EA	\$100.00	\$100.00
environmental fee	1	DY	\$9.00	\$9.00
				4952 (2012) 1454.4

SUBTOTAL: \$966.50

TAXES

GA SALES TAX

\$57.16

TOTAL DUE: \$1,023.66

PAYMENTS AND REFUNDS

Pay Type

THD Payment(CA)

Trans **PYMT**

Date 10/20/2015 Card #

Approval Code

(\$1,023.66)

Store: 0118, Trans ID: 144, Register #: 42, CA: \$1025.00, CA: \$-1.34

PAYMENT:

(\$1,023.66)

NET DUE:

Penske respects your privacy. Penske's Privacy Policy, available in full at http://www.gopenske.com, details how Penske and its select co-brand and marketing partners treat personal information you submit to us, and lets you know how you may opt out of select uses of your information. You may e-mail us at privacy@penske.com or call us at 1-888-996-5415 any time to opt out.

Customer acknowledges that Customer has read, or been given an opportunity to read, the Rental Agreement, including this Cover Sheet, the General Terms and Conditions, as well as any attachments hereto and agrees to be fully bound by its terms. To the extent the Customer had purchased Limited Damage Waiver coverage, Customer acknowledges reading, understanding, and agreeing with the disclosures, exclusions, and terms and conditions applicable to Limited Damage Waiver as set forth in Attachment D to the Rental Agreement.

Customer/Authorized Signatory

General Form

Limited Damage Waiver Attachment D

NOTICE: PENSKE OFFERS, FOR AN ADDITIONAL CHARGE, LIMITED DAMAGE WAIVER ("LDW") TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO YOUR RENTAL VEHICLE. THE PURCHASE OF LDW IS OPTIONAL AND IS NOT REQUIRED TO RENT THE VEHICLE. LDW IS NOT INSURANCE.

BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE FOR DAMAGE TO THE VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE. YOU MAY ALREADY BE SUFFICIENTLY COVERED UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY OR CREDIT CARD. YOUR OWN AUTOMOBILE INSURANCE MAY COVER COLLISION DAMAGE, FIRE AND THEFT DAMAGE, AND PERSONAL INJURY INCURRED WHILE USING A RENTAL VEHICLE.

The Terms of this Attachment shall govern the Customer's option to purchase the Limited Damage Waiver ("LDW"). The defined terms used in this Attachment shall have the same meaning as those terms are used throughout the Rental Agreement.

- A. <u>Limited Damage Waiver Protection</u>. If Customer elects to purchase the LDW, Penske agrees, subject to the exclusions to LDW listed in Section B below, to contractually waive Customer's responsibility for the cost of damage to, loss or theft of, the Vehicle or attached equipment whether or not due to the fault, negligence or any other act of the Customer.
- B. <u>Exclusions to Limited Damage Waiver</u>. Notwithstanding the foregoing and Customer's election of the LDW protection, and to the extent permitted by applicable law, any damage or loss to the Vehicle directly resulting from one or more of the following situations is not covered by LDW protection and Customer shall be liable for all such damage or loss (each, an "LDW Exclusion"):
 - (1) Use of the Vehicle without Penske's permission;
 - Use of the Vehicle off a paved road;
 - (3) Use of the Vehicle in a reckless or abusive manner or in violation of law or regulations;
 - (4) For Commercial Rentals, insufficient clearance (height or width);
 - (5) Overloading or transporting a weight in excess of the maximum payload specified on the Rental Agreement;
 - (6) Improperly loading Vehicle or improperly securing such load, or improper coupling;
 - (7) Using Vehicle, if a truck or tractor, as a trailer;
 - (8) Riot, strike or civil commotion;
 - (9) Customer's or his (her) agent's or employee's failure to remove Vehicle's ignition keys from Vehicle while it is unattended;
 - (10) Driver's operation of the Vehicle while legally intoxicated or under the influence of any illegal drugs (as defined by the laws of the state where the damage occurs);
 - (11) Operation of the Vehicle to tow or push cargo or any other object in a manner not permitted by the Rental Agreement;
 - (12) Operation of the Vehicle to carry persons for hire;
 - (13) For Household Rentals, operation of the Vehicle to carry property for hire;
 - (14) Operation of Vehicle in any speed contest;
 - (15) Use of the Vehicle outside the United States unless that use is specifically authorized in the Rental Agreement;
 - (16) Any damage or loss which occurs to a Vehicle if the Customer provided fraudulent or false information and Penske would not have rented the Vehicle if it had received true information;
 - (17) Use of the Vehicle by a person other than an authorized operator (as defined in the Rental Agreement).
 - (18) Putting the wrong type of fuel into the Vehicle.



Special Offers for Penske Customers



Entice your friends to help you move and pay them in pizza! Save 25% on regular menu price orders when you order online at papajohns.com

Use promo code: PENSKE25



SpareFoot

NEED STORAGE SPACE? Exclusive Penske Offer:

Find storage at over 7,500 facilities with SpareFoot, get a \$25 Home Depot gift card!

- Search and compare the largest selection of storage units
 - Get the best prices and exclusive deals
- Book the right storage unit with helpful photos, reviews + more

Visit: Sparefoot.com/PenskeOffer Call: 1-877-512-4448 Scan:





Perske provides requires, and offers a senety of risk instigation programs including maxience and a limited damage waiver, oppending upon wherein the Rendal is a Household Rendal or

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VIII MISCELLAMEOUS PROVISIONIS

A him Assenment Customer is not permitted to assign towarder, convey or subjet any rights, duties and/or obligations set forth in this Rental Agreement.

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1. <u>Michael</u> Under Michael Lev. Persiss is liability for operation of the Vehicle is limited to \$20,000 because of body injury to or death of one person in any one account and \$40,000 because of body. mayor be, or death of these or more persons an ary one account and only if the White is a separated by Counter or other a service dental of the primaries space, failer, more because the service counter of the counter only is able to an impact person in amount designed or other immediate failing interest in Counter only is able to an impact person in amount counter only and be this observation of the counter only in the counter of the inquey to, or death of, two or more persons or any one accident, and only if the Vehicle is operated

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Name:

Truck #

Towing #

Rental Leasing

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RENTAL AGREEMENT RETURN CARD

Detach, complete and return this card with the keys

RETURNING YOUR TRUCK

Call the Penske turn-in location listed on your Rental Agreement to verify hours of operation. Complete the information below, detach card and return with the keys and the inspection report

AFTER-HOURS DROP-OFF

upon return:

Some Penske locations have the ability to accept trucks after business hours. These locations will be equipped with a KEY DROP-OFF BOX. Lock the truck and place this Rental Agreement return card, the keys and the inspection report in the KEY DROP-OFF BOX.

Please avoid parking the truck in front of an entrance gate.

Rental Agreement #:	
Date vehicle returned:	
Timer vehicle required	
Odometer reading	

To save potential fuel charges, please be sure to return your rental truck with the same amount of fuel as when the vehicle was picked up.

Have your Rental Agreement available at all times during your rental term

If you have any problems, please

Call 1-800-526-0798

for Penske 24/7 Roadside Assistance.

Problems?

In the unlikely event of a breakdown or accident, we're here to help. Just call our emergency assistance team and provide the following information:

Your name

Truck number

Current vehicle location

Cell or accessible phone number to reach you

Penske 24/7 Roadside Assistance 1-800-526-0798

RENTAL AGREEMENT TERMS AND CONDITIONS

Hand for all Agreement Times and Conditions are made a part of and information the security of Cover Sheet, which together along with any structmontal hereor, sheet construct the "Renal Agreement" INTERVIEW PENSICE TRUCK LEASING CO., L.P., a Dataware Limited Pertrepalue, with an address at Route 10 Green Hells, P.O., Box 563, Reading, PA 19803 Prevelvather "Pereton"), and Cestesmer, as delined teatron (Penels of Carlamor are processed upon twee personal to go the "Ratters").

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III CONSTION AND USE OF VEHICLE

- A <u>Consistent of Websile</u> Controver acknowledges that Customer has even-well the Vehicle and confirms that it is clean and in good confision, except as allegance noted on the Rental Agreement
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E. Begges All repairs of demage to a Vehicle shell be performed by Pereitr os its designer oner shall pay to repair and issuero the Vehicle to opeal working order (as distrimined by Persital, and it in Parette is judgment a Vehicle has been lost, septen, destroyed or demagard by expert, Costomas shall pay Pensito the few reprint value of the Vehicle as reasonably determine product Lipcon Permitar's recompt of souch payments, thus Rendal Agreement shall us effecte, and the Verhoose shall become the property of Costonium, as-us, where-us

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- C. Note: Culturalities the Constants and Changes of Passants. Penalso shall not be liable for loss of or demangle to any progenty or cargo left, screed, feated or normoporand by Descriptor or any other person on relations to the Rental, regardless or cannot be including the negligarios of Psyndolog Continent accurates all rounds out of continent windows all claims according to the specific or the continent accurates all rounds out of continent windows all claims according to the specific or the continent of the assumes of which discult has to dissegge and weeks all claims a special firmate by regions frequed if the Whether contents are property. To discuss frequently a first whether to be the highest for the property of the pro plandered and excepts the educes declarate as adequate notice thereof under any applicable
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